

Lincoln Haymarket Development Corporation

335 North 8th, Suite B
The Hardy Building
Lincoln, Nebraska 68508
(402) 435-7496

September 6, 2005

Parks & Recreation Department
Lynn Johnson, Director
2740 A Street
Lincoln, NE 68502

RE: Listen Sculpture

Dear Mr. Johnson,

On behalf of the Lincoln Haymarket Development Corporation (LHDC) I would like to formally request that the Parks & Recreation Department accept a sculpture that LHDC had commissioned in conjunction with the University of Nebraska Art Department with the following specific understanding.

The construction of the piece is from steel and has an estimated live span of 10 years. LHDC agrees to be responsible for the maintenance costs of the sculpture over its expected life span and the ultimate cost of removal. LHDC upon request of the Parks and Recreation Department will either repair the piece or make a determination that the piece is beyond the repair capabilities (physically or financially) of LHDC and that the piece should be removed.

It is LHDC's desire to have the piece displayed at its chosen location for as long as the piece is capable. An extension decision by the Parks and Recreation Department of the 10 year display period will also automatically extend the maintenance and removal responsibility of LHDC for a corresponding time period.

Thank you for considering accepting this sculpture into your collection. If you have any additional question concerning the sculpture please don't hesitate to contact me.

Sincerely,

Douglas E. Lienemann
President
LHDC

Conditional Art Acceptance Agreement

THIS Agreement is made and entered into this 19TH day of DECEMBER, 2005, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and Lincoln Haymarket Development Corporation, hereinafter referred to as the "Donor."

WHEREAS, the City Parks and Recreation Department has reviewed the proposed agreement and has determined the same is consistent with the proper use of Parks Department property for the display and public enjoyment of art; and

WHEREAS, the Donor has expressed an interest in donating a juried selection of public art owned by Donor, for display upon public land; and

WHEREAS, the Donor will maintain said art for such time as it is publicly displayed, or for a period of ten years, whichever is shorter; and

WHEREAS, the Donor will decommission/deaccession such art at such time as City instructs that City is no longer willing to publicly display such art, for any reason; and

WHEREAS, the City, through its Parks and Recreation Department, shall maintain ultimate use and control over the selected site.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, the parties agree as follows:

1. The City hereby accepts the donation of the art piece currently titled "Listen" and previously titled "Ear," subject to the following conditions:

A. Donor agrees, at Donor's cost, to maintain the art piece for such time as it is displayed upon publicly owned land, or for a period of ten years from the date of execution of this Agreement, whichever is shorter; and

B. Donor agrees to decommission and/or deaccession, at Donor's cost, such piece of art at such time as City shall, at City's sole discretion, determine that City, for any reason, is no longer willing or desirous of publicly displaying such art piece; and

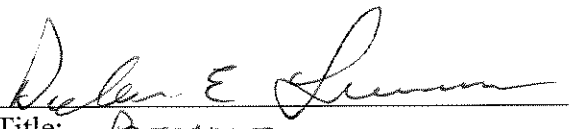
C. Donor represents that it is the owner of said art piece and has full authority to donate to the City such art piece without reservation and that, should such art piece become damaged through weathering or otherwise, including during transport, installation, or

removal, City shall not owe Donor nor any person with whom Donor has entered into a contract regarding this art piece, including the artist, for such damage or for any claim whatsoever.

Signed and Agreed by the Parties as follows:

Executed by **Donor** on the 19th day of DECEMBER, 2005.

LINCOLN HAYMARKET DEVELOPMENT
CORPORATION,

By: 
Title: PRESIDENT

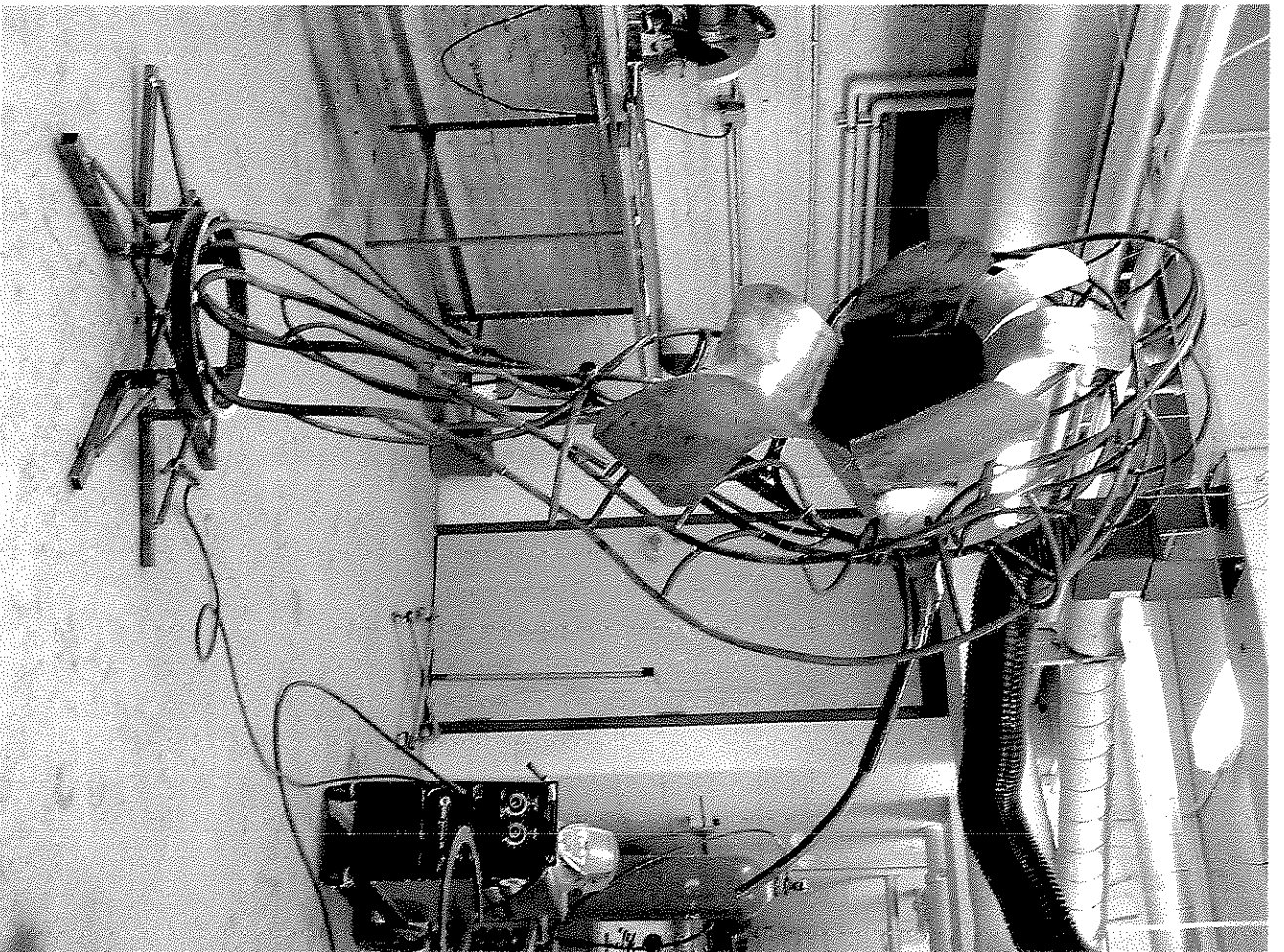
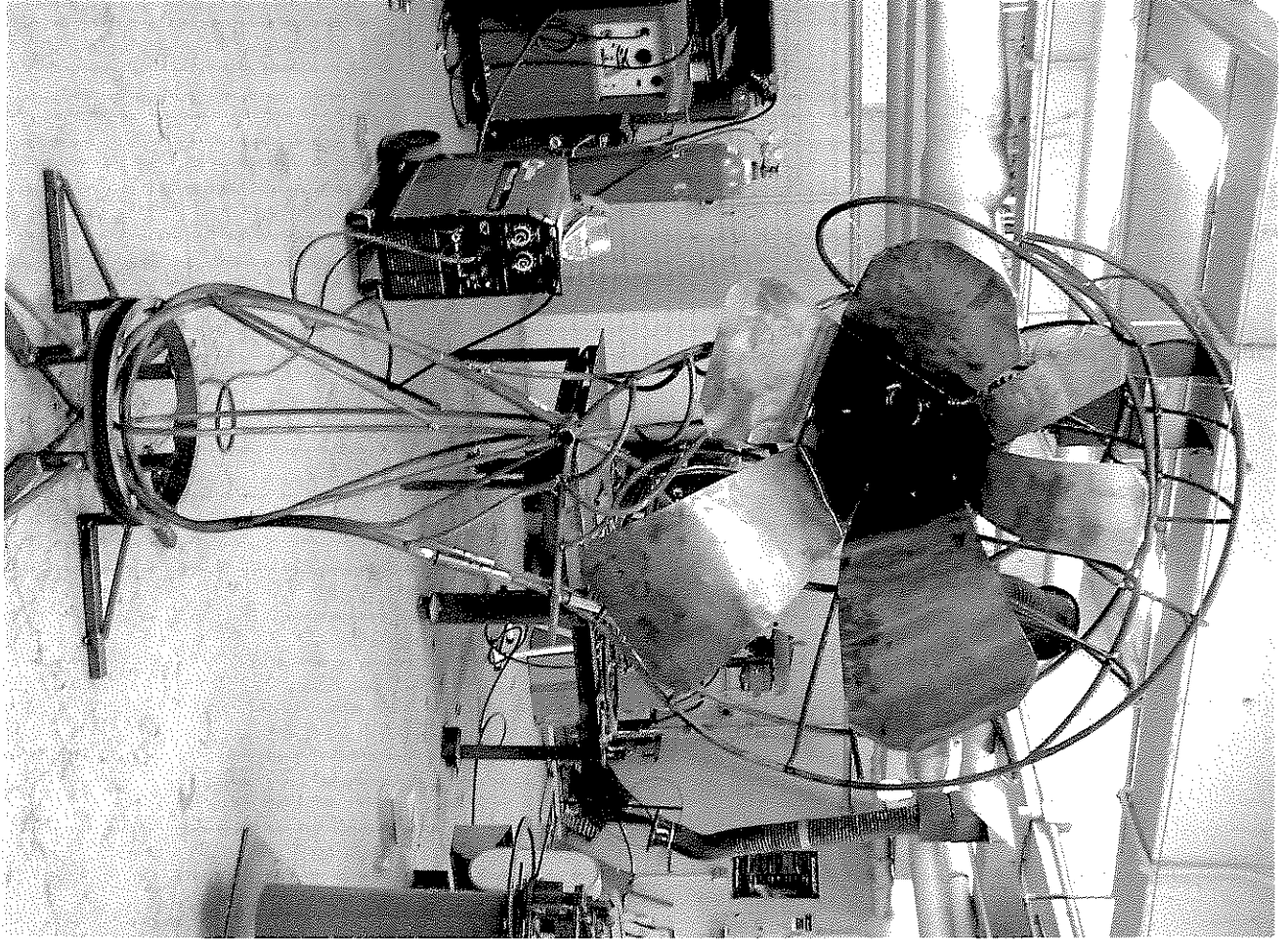
Executed by **City** on the _____ day of _____, 2005.

Attest:

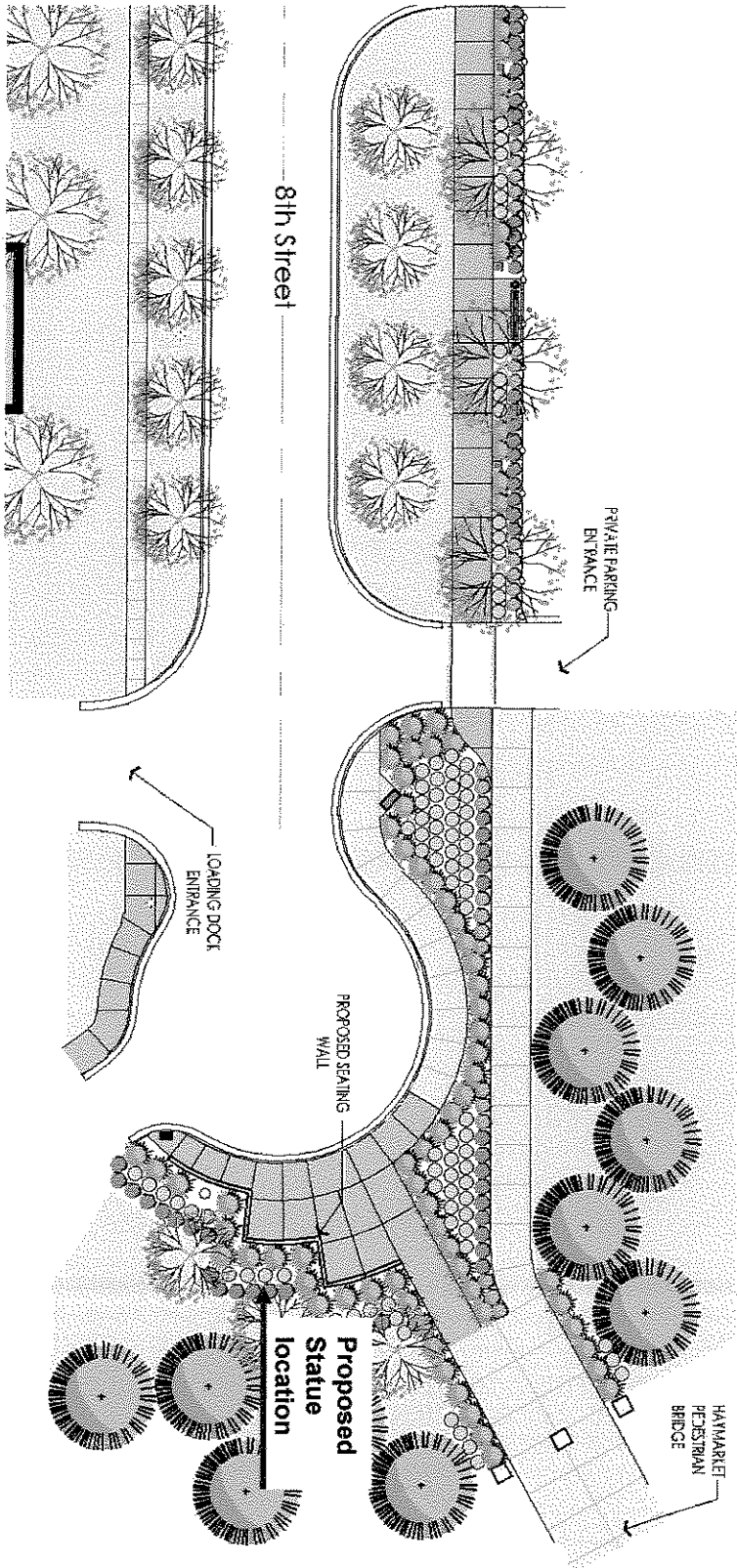
CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

City Clerk

Mayor



8TH STREET PLAN: "DRIVE" - "PEDESTRIAN BRIDGE"



8TH STREET STREETSCAPE

LINCOLN, NEBRASKA



